

# Terms & conditions for conference, meeting, and event bookings

#### 1. Terms and Conditions

- 1.1 These are the terms and conditions which shall apply to our supply of Meeting & Conference Rooms and other Services to non-BHBC members. Note that for BHBC Members BHBC T&Cs and House Rules shall apply.
- 1.2 These terms tell you who we are, how we will provide the Services to you, how you will pay for the Services, how you may cancel a Booking and other important information.
- 1.3 Please read these terms and conditions carefully. By proceeding with your Booking you agree to accept these Terms and Conditions.
- 1.4 In particular, your attention is drawn to the provisions of paragraph 10 (Limitation of Liability).

#### 2. Definitions

- 2.1 In these Terms and Conditions, the following words and phrases shall have the following meanings:-
- "BHBC" means Bragborough Hall Business Centre
- "BHBC Resident" means a resident who leases an office space on site
- "Booking" means your booking of a Meeting Room in accordance with Paragraph 3 below;
- "Booking Confirmation" means the booking confirmation sent to you following your request for a Booking;
- "Business Day" means a day (other than a Saturday, Sunday & Bank Holidays)
- "Cancellation Fee" means any Fee payable in connection with the cancellation by you of a Booking in accordance with paragraph 6;
- "Catering Services" means any catering services made available by us at our Premises for your use in Meeting & Conference Rooms;
- "Equipment" means equipment available for hire by you to use for the duration of a Booking;
- "Fees" means our fees for the provision of Services to you including the amounts payable for the hiring of Meeting & Conference Rooms and for any additional Services provided to you and any Cancellation Fees;

- "Invoice" means any invoice sent to you in connection with the supply by us of Services to you;
- "Meeting & Conference Rooms" means furnished office space for you to use on a temporary basis for conferences or meetings or other similar commercial purposes at any of the Premises;
- "Premises" means any building or property owned or managed by us, by any other company in our group, or by any associated company containing Meeting Rooms which are the subject of a Booking;
- "Services" means the making available by us to you of Meeting & Conference Rooms and any other ancillary services (including Catering Services, Equipment hire, conference call facilities and out of hours services) from time to time subject to the Terms and Conditions;
- "Terms and Conditions" means these terms and conditions:
- "Website" means our website at through which your Booking is to be made.

#### 2.2 In these Terms and Conditions:

- a) references to "we", "our" and "us" shall be deemed to include references to us as agents for any owners or managers of the Premises containing the Meeting & Conference Rooms;
- b) references to "you "or "your" shall be deemed to include references to any of your subsidiary or associated companies to whom we provide any of the Services and, where the context requires, to any persons permitted or invited by you to use the Meeting & Conference Room the subject of a Booking.
- c) where the context requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- d) references to persons includes any person, firm or company or group of persons or unincorporated body;
- e) references to "writing" shall include electronic messages or text, including, without limitation, email.

#### 3. Bookings

3.1 Meeting & Conference Room bookings are made by you submitting your request for a Booking on the Website, via the telephone or by attending the front desk of BHBC.



- 3.2 We will send you a Booking Confirmation recording the details of (including price payable for) that Booking on receipt of a signed booking form and deposit payment. By proceeding with your Booking, you agree to be bound by these Terms and Conditions in respect of that Booking.
- 3.3 You will need to pay for your Booking in accordance with paragraph 4 below (as applicable). You will not have access to the room until the booking is paid for (if payment is not received 48 hours prior to your booking we reserve the right to cancel your booking without notice cancelled without notice).

# 4. Fees and payment

- 4.1 A deposit of 25% of the booking total will be required to confirm your booking prior to your arrival.
- 4.2 For all BHBC Residents 25% deposits will only be required for bookings made in the Conference Centre. No deposits required for meeting room space in the Aviary.
- 4.3 The Fees payable for a Booking and our other Services will be the prices set out on (as applicable) each time that you make a Booking;
- 4.4 You may pay for your Booking as follows: -
- 4.4.2 If booking and paying via the telephone or at the front desk of our Premises, by BACS or CHAPS transfer or card payment prior to the date of your Booking; Card payments will incur a 3% payment fee.
- 4.5 In the event that you require any additional Services that are notified to us following the date that you make your Booking, any Fees in respect of such Services shall be payable at the time such Services are requested.
- 4.6 If at any time a statement of account showing the Bookings made by you is required, this will be available for you to see by requesting a statement from the BHBC accounts team.
- 4.7 You will pay us interest at the rate of 5% per annum on all sums payable under this Agreement which remain unpaid for 7 days from the due date, such interest being calculated from the due date for payment to the date of payment both after as well as before any judgment.
- 4.8 A deposit of 25% of the booking total will be required to confirm your booking prior to your arrival.

4.9 For all BHBC Residents 25% deposits will only be required for bookings made in the Conference Centre. No deposits required for meeting room space in the Aviary.

## 5. Changes to Bookings

- 5.1 If you wish to make any change to your Booking, you can do so by notifying the front desk at the Premises where your Booking was made in person or by telephone and/or Front Desk. Please notify us of any changes as soon as possible. We will let you know if the change is possible and, if it is possible, we will let you know about any changes to the Fees payable in respect of such Booking or anything else which would be necessary as a result of your requested change. We will then ask you to confirm whether you wish to go ahead with the change. If you do not wish to go ahead with the change, your Booking shall remain unaltered unless you wish to cancel your Booking in accordance with the provisions of paragraph 6.
- 5.2 We reserve the right to change the allocated and confirmed Meeting & Conference Room to an alternative room of similar size and quality to the one originally booked in the event that the original venue is unavailable.
- 5.3 There may be occasions where, due to circumstances beyond our control (see paragraph 11), the Services may be affected. We reserve the right to make any changes necessary to your Booking until such time as we are able to resume normal performance.
- 5.4 If we need materially to change your Booking, we shall notify you of such change as soon as practicable and you shall be entitled to cancel your Booking accordingly. In such an instance, no Cancellation Fee shall be payable by you in accordance with paragraph 6

#### 6. Cancellation

- 6.1 If you need to cancel the Booking made by you, the Cancellation Fees set out in this paragraph 6 shall apply.
- 6.2 Cancellations can be made by contacting the front desk of the Premises where your Booking was made by telephone/in person or alternatively by telephone to the BHBC team. Any cancellation made will not be effective unless and until we confirm acceptance of that cancellation by sending you an email confirmation of the cancellation.
- 6.3 In the event that you cancel your Booking 60 days or more prior to the date of a Booking, no Cancellation Fee shall be payable.



6.4 In the event that you cancel your Booking less than 60 days prior to the date of a Booking,

Within 59-40 days 25% of the quoted price

Within 39-20 days 50% of the quoted price

Within 19-10 days 75% of the quoted price

Within 9 days 100% of the quoted price

- 6.5 Any BHBC Resident, will pay the fees from paragraph 6.4 only for the use of the Conference centre. For meeting rooms in The Aviary if cancelled within 10 days of the booking date 100% of the quoted price will be payable.
- 6.5 On a cancellation where no Cancellation Fee is payable, we will arrange the repayment of any Fees paid by you prior to the cancellation by our payment service provider within 15 Business Days of the date of the cancellation of the Booking.

# 7. Use of Meeting Rooms and Equipment

- 7.1 You will use the Meeting & Conference Rooms and Equipment strictly for the purpose of and in accordance with the details (including length of time) for your Booking.
- 7.2 You will not use the Meeting & Conference Rooms or the Equipment for any unlawful, fraudulent, criminal, immoral or similar purposes or in connection with any business or activity that is in breach of any applicable legislation (primary and subordinate), rules, regulations or orders of applicable authorities.
- 7.3 You will not damage in any way the Meeting & Conference Room (including walls, blinds and furniture) or the Equipment, or remove any of the Equipment, furniture or effects from the Meeting & Conference Room without our consent.
- 7.4 You will not during the use of the Meeting Room knowingly do anything that may damage the goodwill or reputation of our business or may bring our business into disrepute.
- 7.5 You will not do anything that causes damage in any way to the Premises or nuisance or annoyance to other users of the Premises or remove any of the equipment, furniture or effects from the Premises.
- 7.6 You will give us adequate advance warning of any unusual activities taking place within the Meeting & Conference Rooms. We reserve the right to refuse

such activities taking place should they be deemed to interfere with other clients.

#### 8. Catering Services

- 8.1 In addition to the making available of Meeting Rooms, we may (depending in which Premises you are making a Booking) make available to you Catering Services. Prior to the date of your Booking, we will let you have details of the Catering Services available in the Premises of the Meeting & Conference Room that you have booked, pursuant to which you may preorder any food or beverages required.
- 8.2 If Catering Services are provided by us at the Premises then, unless we agree otherwise at the time of a Booking, any food and beverages to be consumed in a Meeting & Conference Room must be purchased through the Catering Services offered to you at the Premises.
- 8.3 We do allow for you to consume food and beverages in a Meeting & Conference Room that has not been provided or purchased onsite in accordance with paragraph 8.2, and we reserve the right to apply a charge of  $\mathcal{L}3$  per person plus VAT for any such food or beverages provided by you or by any third party catering service providers.
- 8.4 Any amounts payable in connection with the Catering Services ordered or any charges applied will be payable in accordance with paragraph 4.

#### 9. Damages

- 9.1 You are responsible for the Meeting & Conference Room for the duration of your Booking. Any damage to the Meeting Room or its contents or the Equipment (or any other part of the Premises) incurred as a result of you or your invitees (or representatives of either) behaviour or negligence will result in a charge based on:
  - a) the cost of the repair; and
- b) the value to us of any subsequent loss of business or trade or other commercial activity suffered by us.
- 9.2 If you do not vacate the Meeting & Conference Room by the agreed time we reserve the right to make additional charges for the Booking based on:-
- a) the prices set out in our fee list in force at the date of the Booking made by you; and
- b) any payments made or subsequent loss of business incurred by us in respect of other persons who had booked the Meeting Room to the extent that we are unable to honour their bookings.



# 10. Limitation of liability

- 10.1 Nothing in these Terms and Conditions shall limit or exclude liability for:
- a) death or personal injury caused by negligence, or the negligence of any of our or your employees, agents or subcontractors; or
  - b) fraud or fraudulent misrepresentation.

10.2 Subject to paragraph 10.1, we shall not be liable to you, whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions for:

- a) loss of profits;
- b) loss or damage to goodwill; and
- c) any indirect or consequential loss.

10.3 This paragraph 10 shall survive termination of the arrangements governed by these Terms and Conditions.

## 11. Force Majeure

We shall not be liable for any breach of these Terms and Conditions or any losses resulting therefrom caused by circumstances beyond our reasonable control, including, but not limited to, acts of God, fire, lightning, flood or extremely severe weather, explosion, war, terrorism, disorder, industrial disputes (whether or not involving our employees) network failures, or acts of local or central Government or other competent authorities.

# 12. Collection and use of your personal information

12.1 Please refer to our Privacy Policy which specifies what personal information we will collect from you.

# 13. Governing law and jurisdiction

These Terms and Conditions shall be interpreted in accordance with English law and any disputes (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.